

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cole Haan LLC		08/15/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Acquiom Agency Services LLC, as Collateral Agent		
Street Address:	950 17th Street, Suite 1400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	1335632	BRAGANO	
Registration Number:	5476142	COLE HAAN	
Registration Number:	4846585	COLE HAAN	
Registration Number:	1711855	COLE HAAN	
Registration Number:	1607846	COLE HAAN	
Registration Number:	3593212	COLE HAAN	
Registration Number:	1737633	COLE HAAN	
Registration Number:	5776709	COLE HAAN AMERICAN CLASSICS DESIGNED INN	
Registration Number:	1791590	COLE-HAAN	
Registration Number:	4856312	GRAND.OS	
Registration Number:	5570537	GRANDPRØ	
Registration Number:	5579659	GRAND	
Registration Number:	5570539	ØRIGINALGRAND	
Registration Number:	4931408	PINCH MAINE CLASSIC	
Registration Number:	4860452	PINCH MAINE CLASSIC	
Registration Number:	5570538	ZERØGRAND	
Registration Number:	5022847	ZEROGRAND	
Registration Number:	6488399		
Registration Number:	6137123	GRANDSHØP	

CH \$740.00 1335632

Property Type	Number	Word Mark
Registration Number:	5922155	GRANDFØAM
Registration Number:	5704300	STITCHLITE
Registration Number:	7088396	
Registration Number:	7088395	FLOWERFOAM
Registration Number:	7088354	CHANGE FORWARD
Registration Number:	28333	
Serial Number:	72257538	COLE-HAAN
Serial Number:	97325058	ZERØGRAND
Serial Number:	97325054	COLE HAAN
Serial Number:	97178053	ICI COLE HAAN AMERICAN CLASSICS DESIGNED

CORRESPONDENCE DATA

Fax Number: 3129021061

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8438

Email: raquel.haleem@katten.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	08/15/2023

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”) dated August 15, 2023 is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Acquiom Agency Services LLC (“Acquiom”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, CALCEUS ACQUISITION, INC., a Delaware corporation (the “Borrower”), CALCEUS MIDCO, INC., a Delaware corporation (“Holdings”) Acquiom, as Administrative Agent and Collateral Agent, each Lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) and each other party thereto have entered into the Credit Agreement dated as of August 15, 2023 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”) all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule A attached hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

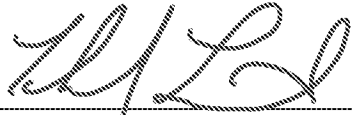
SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COLE HAAN LLC,
as the Grantor

By: 
Name: Thomas Linko
Title: Chief Financial Officer

ACQUIOM AGENCY SERVICES LLC,
as Collateral Agent

By: Shon McCraw-Davis
Name: Shon McCraw-Davis
Title: Director



SCHEDULE A

Trademarks and Trademark Applications

TradeMark	Jurisdiction	Filing Date	App. No.	Reg. Date	Reg. No.	Status	Owner
BRAGANO 	US	3-Apr-1984	73473643	14-May-1985	1335632	Registered	Cole Haan LLC
COLE HAAN	US	16-Jun-2016	87/074,280	22-May-2018	5476142	Registered	Cole Haan LLC
COLE HAAN	US	9-Oct-2013	86/087582	3-Nov-2015	4846585	Registered	Cole Haan LLC
COLE HAAN	US	13-Nov-1991	74221148	1-Sep-1992	1711855	Registered	Cole Haan LLC
COLE HAAN	US	20-Nov-1989	74004085	24-Jul-1990	1607846	Registered	Cole Haan LLC
COLE HAAN	US	7-Jun-2006	78/903121	17-Mar-2009	3593212	Registered	Cole Haan LLC
COLE HAAN	US	26-Apr-1990	74/053292	1-Dec-1992	1737633	Registered	Cole Haan LLC
COLE HAAN AMERICAN CLASSICS DESIGNED IN NEW ENGLAND, USA MADE WITH GRAND.360 TRADEMARK (and	US	20-Feb-2018	87804047	11-Jun-2019	5776709	Registered	Cole Haan LLC

TradeMark	Jurisdiction	Filing Date	App. No.	Reg. Date	Reg. No.	Status	Owner
 Design)							
COLE-HAAN	US	28-Oct-1966	72257538	1-Aug-1967	832977	Registered	Cole Haan LLC
COLE-HAAN	US	9-Nov-1992	74329526	7-Sep-1993	1791590	Registered	Cole Haan LLC
GRAND.OS	US	9-Apr-2014	86247189	17-Nov-2015	4856312	Registered	Cole Haan LLC
GRANDPRØ	US	23-Feb-2018	87809502	25-Sep-2018	5570537	Registered	Cole Haan LLC
Ø GRAND word/device mark 	US	23-Feb-2018	87809504	9-Oct-2018	5579659	Registered	Cole Haan LLC
ØORIGINALGRAND	US	23-Feb-2018	87809507	25-Sep-2018	5570539	Registered	Cole Haan LLC
PINCH MAINE CLASSIC	US	19-Jun-2015	86668403	5-Apr-2016	4931408	Registered	Cole Haan LLC

TradeMark	Jurisdiction	Filing Date	App. No.	Reg. Date	Reg. No.	Status	Owner
PINCH MAINE CLASSIC 	US	15-Apr-2014	86253133	24-Nov-2015	4860452	Registered	Cole Haan LLC
ZERØGRAND	US	23-Feb-2018	87809506	25-Sep-2018	5570538	Registered	Cole Haan LLC
ZEROGRAND	US	30-May-2013	85946751	16-Aug-2016	5022847	Registered	Cole Haan LLC
	US	13-Oct-20	90251820	14-Sep-21	6488399	Registered	Cole Haan LLC
GRANDSHOP	US	23-Jan-2019	88/273778	25-Aug-2020	6137123	Registered	Cole Haan LLC
GRANDFØAM	US	29-AUG-2018	88098217	26-Nov-2019	5922155	Registered	Cole Haan LLC
STITCHLITE	US	06-OCT-2017	87637070	19-Mar-2019	5704300	Registered	Cole Haan LLC
ZERØGRAND	US	22-MAR-2022	97325058			Pending	Cole Haan LLC
COLE HAAN	US	22-MAR-2022	97325054			Pending	Cole Haan LLC

TradeMark	Jurisdiction	Filing Date	App. No.	Reg. Date	Reg. No.	Status	Owner
Design Only 	US	06-JAN-2022	97205340	20-JUN-2023	7088396	Registered	Cole Haan LLC
FLOWERFOAM	US	06-JAN-2022	97205332	20-JUN-2023	7088395	Registered	Cole Haan LLC
ICI COLE HAAN AMERICAN CLAS- SICS DESIGNED IN NEW ENGLAND, USA MADE WITH GRAND36Ø TRADEMARK 	US	17-DEC-2021	97178053			Pending	Cole Haan LLC
CHANGE FORWARD	US	14-DEC-2021	97171396	20-JUN-2023	7088354	Registered	Cole Haan LLC
COLE HAAN	US			04-AUG-1988	28333	Registered (PR)	Cole Haan LLC